

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
JORDAN CLOSE AND TIM CLOSE, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

JORDAN CLOSE AND TIM CLOSE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears and penalties for late rent in the amount of two thousand nine hundred fifty two dollars and ninety one cents (\$2752.91) in accordance with the following schedule:
 - a) The amount of one thousand dollars (\$1000) shall be due on or before October 30, 2013.
 - b) The amount of six hundred dollars (\$600.00) shall be due on or before November 15, 2013.
 - c) The amount of six hundred dollars (\$600) shall be due on or before November 30, 2013.

d) The amount of five hundred fifty two dollars and ninety one cents (\$552.91) shall be due on or before December 15, 2013.

2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of November, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
JORDAN CLOSE AND TIM CLOSE, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

JORDAN CLOSE AND TIM CLOSE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **October 17, 2013**

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: **Connie Diener, representing the applicant**
Jordan Close, respondent

Date of Decision: **October 17, 2013**

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondents.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent and penalties for late rent in the amount of \$3102.91. The monthly rent for the premises is \$1360 and the applicant holds a security deposit of \$1360.

The respondent disputed the amount owing and provided a receipt indicating that a payment of \$350 had been made just prior to the hearing. The applicant acknowledged the payment and adjusted the amount alleged owing to \$2752.91. The respondent agreed with that figure.

The respondent stated that he could pay the monthly rent on time and pay the arrears according to the following schedule:

\$1000 - October 30, 2013

\$600 - November 15, 2013

\$600 - November 30, 2013

The balance of \$552.91 - December 15, 2013

The applicant agreed to continue the tenancy provided the arrears were paid in accordance with the proposed schedule and the monthly rent was paid on time.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$2752.91. An order shall issue requiring the respondents to pay the monthly rent on time and to pay the rent arrears in accordance with the agreed upon schedule.

Should the respondents fail to pay the monthly rent on time or fail to pay the rent arrears in accordance with this order, the applicant may file another application seeking the full payment of any outstanding balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer